



## CITY OF LODI

## COUNCIL COMMUNICATION

AGENDA TITLE: Agreement for Use of Zupo Field by Mudville Nine Professional Baseball Team

MEETING DATE: May 3, 2000

PREPARED BY: Parks and Recreation Director

RECOMMENDED ACTION: That City Council adopt the attached resolution authorizing an agreement for use of Zupo Field by the Mudville Nine professional baseball team.

BACKGROUND INFORMATION: The Mudville Nine (formally Stockton Ports) have requested the use of Zupo Field on June 5<sup>th</sup> and June 18<sup>th</sup> for two baseball games. The June 5<sup>th</sup> game is designated "Here's Looking at You 2000" and will be free to Lodi Unified School District students. Seat sponsors from last year will also be given the opportunity to come and sit in their seat on June 5<sup>th</sup>. Please see the attached agreement for additional information.

FUNDING: None.

Ron Williamson  
Parks and Recreation Director

RW:svb

cc: City Attorney

APPROVED: \_\_\_\_\_

  
H. Dixon Flynn -- City Manager

04/25/00

RESOLUTION NO. 2000-69

A RESOLUTION OF THE LODI CITY COUNCIL  
APPROVING THE AGREEMENT BETWEEN THE  
CITY OF LODI AND THE MUDVILLE NINE  
BASEBALL TEAM FOR USE OF ZUPO FIELD

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BE IT RESOLVED, that the Lodi City Council does hereby approve the Agreement between the City of Lodi and the Mudville Nine Baseball Team for the use of Zupo Field on June 5, 2000 and June 18, 2000, as shown on Exhibit A, attached hereto.

Dated: May 3, 2000

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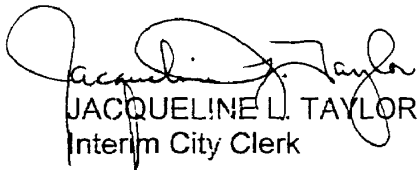
I hereby certify that Resolution No. 2000-69 was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 3, 2000 by the following vote:

AYES: Council Members – Hitchcock, Land, Nakanishi, Pennino  
and Mann (Mayor)

NOES: Council Members - None

ABSENT: Council Members - None

ABSTAIN: Council Members - None

  
JACQUELINE L. TAYLOR  
Interim City Clerk

**AGREEMENT  
FOR USE OF TONY ZUPO BASEBALL FIELD  
BY MUDVILLE NINE BASEBALL TEAM**

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THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2000, by and between the CITY OF LODI, a municipal corporation ("City"), and MUDVILLE NINE BASEBALL TEAM ("Mudville Nine").

**RECITALS:**

WHEREAS, City is the owner of the Tony Zupo Baseball Field, located in Lodi, California; and

WHEREAS, the parties hereto are desirous of allowing Mudville Nine to use said Tony Zupo Baseball Field for two baseball games, and wish to reduce their agreement to writing;

NOW, THEREFORE, FOR VALUE RECEIVED, the parties hereto do hereby agree as follows:

**TERMS AND CONDITIONS:**

**1) PREMISES:**

City grants to Mudville Nine the right to use said Tony Zupo Baseball Field to conduct baseball games, sponsored by Mudville Nine Baseball Club, on June 5, 2000 and June 18, 2000.

**2) CONSIDERATION:**

- A. The rental charge for the use of Tony Zupo Baseball Field by Mudville Nine is hereby waived.
- B. Mudville Nine shall be solely responsible for selling game admission tickets pursuant to this agreement and shall have the exclusive right to all revenue generated from the sale of said game admission tickets.
- C. Mudville Nine shall be solely responsible for providing ticket takers, ushers and press box personnel.
- D. All agreement transactions shall take place at the office of the City of Lodi Finance Department, 212 West Pine Street, Lodi.

**3) CLEANLINESS UPON SURRENDER:**

It is understood that Mudville Nine will return Tony Zupo Baseball Field in as good and clean condition as when received. Mudville Nine to pay Two Hundred

Fifty Dollars (\$250.00) for two (2) employees to be present and on duty during the June 18th game only.

**4) CONCESSIONS:**

- A. The Boosters of Boys & Girls Sports (BOBS) shall provide concessions for the Mudville Nine Baseball game on Monday, June 5, 2000. The BOBS will provide food and beverages for staff of the ball club. Redemption cards will be provided. At the conclusion of the game, the BOBS will provide hot dogs, chips and drinks for the players of both teams. BOBS will retain all profits from their concession sales at this event.
- B. The Boosters of Boys & Girls Sports (BOBS) shall provide concessions for the Mudville Nine Baseball game on Sunday, June 18, 2000. The BOBS will provide food and beverages for staff of the ball club. Redemption cards will be provided. At the conclusion of the game, the BOBS will provide hot dogs, chips and drinks for the players of both teams. BOBS will pay Mudville Nine Baseball Club ten per cent (10%) of the gross receipts for this game and BOBS shall retain the balance. BOB's shall furnish an accounting to the Mudville Nine of all concession revenue generated by BOB's at this baseball game played under this agreement. This accounting and funds owed shall be presented to "Mudville Nine" within seven (7) working days after the conclusion of this game played under this agreement.

**5) SECURITY:**

Mudville Nine will provide one (1) security guard during the game on June 5, 2000 and two (2) security guards during the June 18, 2000 game. It is understood that Mudville Nine will provide a game day coordinator that will act as City's main contact.

**6) FACILITIES:**

- A. City agrees to provide access to the facilities prior to games at a time of Mudville Nine's choosing. City will provide maintenance personnel as required during the games and until closing.
- B. City agrees to maintain the present lighting system and the necessary electricity therefore and to maintain the field in a substantially good order and condition.
- C. It is understood that Mudville Nine will furnish and pay for any additional lighting that Mudville Nine may require.
- D. City agrees to provide the existing field lighting and locker room, and the Public Address System for use by Mudville Nine for each game.
- E. Public parking for each game shall be free of charge.

7) **YOUTH CLINIC:**

Mudville Nine shall host a "HERE'S LOOKING AT YOU 2001" program at Tony Zupo Baseball Field on June 5, 2000 to be coordinated with City's Police Department, Lodi Unified School District, and Lodi Parks and Recreation Department.

8) **INSURANCE:**

Mudville Nine is required to carry a policy of Comprehensive General Liability insurance in compliance with all of the provisions of the "Risk Transfer Requirements For Lease or Use of City of Lodi Facilities", attached hereto as Exhibit A and incorporated herein by reference.

Mudville Nine shall furnish the above-mentioned insurance and meet these requirements on or before one (1) month prior to said event (by May 5, 2000) or will be required to purchase City-provided insurance at Mudville Nine's expense.

9) **HOLD HARMLESS:**

Mudville Nine shall save, keep and hold harmless the City of Lodi, its officers, agents, employees and volunteers from all damages, costs or expenses in law or equity, that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of operations at the baseball games, except those arising out of the exclusive negligence of the City, its officers, agents, employees or volunteers. Such indemnity shall include attorney's fees.

10) **COMPLIANCE WITH LOCAL ORDINANCES:**

Mudville Nine agrees to meet security and traffic requirements as per local codes/ordinances and to contact and clear with the Lodi Chief of Police and Fire Marshal in writing the presence of said baseball games and any restrictions or requirements made by the Police and/or Fire Marshal.

11) **INSPECTION OF FACILITIES:**

Mudville Nine has inspected all of the facilities contained within the Tony Zupo Baseball Field, finds them to be reasonably safe, suitable and sufficient for Mudville Nine's purposes and accepts the condition of same as is.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first herein above mentioned.

CITY OF LODI, a municipal  
corporation

MUDVILLE NINE BASEBALL TEAM

\_\_\_\_\_  
H. DIXON FLYNN  
City Manager

\_\_\_\_\_  
TOM SEIDLER  
President


ATTEST:

BOOSTERS OF BOYS AND GIRLS  
SPORTS ("BOBs")

\_\_\_\_\_  
JACQUELINE L. TAYLOR  
Interim City Clerk

\_\_\_\_\_  
JOHN PORTSCHELLER  
President

APPROVED AS TO FORM:

  
\_\_\_\_\_  
RANDALL A. HAYS  
City Attorney

## **EXHIBIT A**

### **CITY OF LODI RISK TRANSFER REQUIREMENTS FOR LEASE OR USE OF CITY FACILITIES**

1. Any individual party or group (hereinafter called Lessee) leasing, renting or otherwise using City of Lodi facilities, is required to carry a policy of Comprehensive General Liability insurance, and must complete a formal application or permit. Processing of applications is handled by the department responsible for the facility.
2. A duplicate or certificate of insurance shall be delivered to the City 30 DAYS prior to the use of City facilities.

NOTE: Lessee agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is as lease consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Govt. Code < 810 et seq.).

“Claims made” coverage requiring the insured’s to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

3. Each insurance certificate shall contain satisfactory evidence that each carrier is required to give the City of Lodi immediate notice of the cancellation or reduction in coverage of any policy during the effective period of the use of the City’s facilities.
4. Each insurance certificate shall state on its face or as an endorsement, the location or and a description of the function that it is insuring.
5. If the City has not approved the insurance certificate and appropriate application or permit prior to the commencement of any portion of the function, the City’s facilities will not be allowed to be utilized, and any contract or agreement entered into will become null and void.
6. Provided the lease agreement or contract does not prohibit a subtenant, all provisions of these requirements shall apply to and be construed as applying to any subtenant of the Lessee.
7. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

8. In each and every instance, the City of Lodi must be named as an additional insured on the face of the insurance certificate or as an endorsement attached to the insurance certificate. (The City of Lodi, its Elected and Appointed Boards, Commissions, Officers, Agents and Employees, must be named the additional insured, not Hutchins Street Square, Parks and Recreation, or another individual or department).
9. The address of the City of Lodi must be shown along with number 8 above, (i.e. Additional Insured, City of Lodi, its Elected and Appointed Boards, Commissions, Officers, Agents and Employees, 221 W. Pine Street, Lodi, Ca. 95240) This must be the street address NOT the post office box.
10. In addition to the Additional Names Insured Endorsement on Lessee's policy of insurance, said insurance policy shall be endorsed to include the following language or reasonable facsimile:  
"Such insurance as is afforded by the endorsement for the Additional Insured's shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the coinsurance afforded by this endorsement."
11. The combined single limits for bodily injury and property damage shall not be less than \$1,000,000 each occurrence. If alcohol is to be consumed or sold at the Lessee's event, then liquor liability coverage must be provided.
12. The Policy effective date and expiration date must coincide with and span the date(s) of the event being insured.
13. If the limits of coverage are not the amounts specified in Section 10 and 11 above and/or if the City is not named as an additional insured on the insurance certificate, not in conformance with the requirements of paragraph 2 above, the City will not accept the insurance certificate, and a corrected certificate must be furnished to the City prior to any use of City facilities.
14. If a corrected insurance certificate and appropriate application or permit is not received by the City of Lodi prior to the use of City facilities, the City will not allow the facilities to be used, and any agreement or contract entered into will become null and void.